

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, *et al.*,¹

Debtors,

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

Re: Docket No. 467

**Objection Deadline: 10/25/24 at 4:00 p.m. ET
(Extended to 10/28/24 at 4:00 p.m. ET as to
DFS by Agreement with Debtors)**

**LIMITED OBJECTION OF DELL FINANCIAL SERVICES L.L.C.
TO DEBTORS' AND BUYERS' POTENTIAL UTILIZATION AND
DISPOSAL OF PERSONAL PROPERTY AND FF&E**

Dell Financial Services L.L.C. (“DFS”), by and through its undersigned counsel, files this Limited Objection to the Debtors’ abandonment and/or disposal of property pursuant to the *Notice of Potential Utilization and Disposal of Personal Property on Certain of the Debtors’ Leases Premises Sold Pursuant to the October Wave Lease Sales* [D.I. 467] (the “Notice”). In support therefore, DFS states as follows:

FACTUAL BACKGROUND

1. On September 9, 2024 (the “Petition Date”), Big Lots, Inc. and each of its subsidiaries (together, the “Debtors”) commenced a bankruptcy case, by filing a Voluntary Petition for relief under Chapter 11 of the United States Bankruptcy Code (collectively, the “Bankruptcy Cases”).

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin- Granville Road, Columbus, OH 43081.

2. Prior to the Petition Date, the Debtors entered into Subscription Agreement No. 613856-86711 and seven (7) related schedules (collectively, the “Subscription Agreement”). Pursuant to the Subscription Agreement, Debtors financed certain computers, servers, laptops, and related equipment described more specifically and identified in the Subscription Agreement.

3. Additionally, the Debtors entered into a Payment Plan Agreement, Agreement No. 011-90121760-001 (the “License Agreement”), for an Enterprise Software License Agreement.

4. At the expiration or earlier cancellation or termination of the Subscription Agreement, the Debtors are required to remove all data from the Equipment, return the Equipment at a place designated by DFS, and cease use of software or other services provided with the Equipment. The Debtors are also required to pay DFS for any missing, incomplete, or damaged Equipment.

5. DFS perfected its security interest in the Equipment by filing a Uniform Commercial Code Financing Statement (UCC-1) with the State of Ohio.

6. The above documents and a detailed asset report (the “DFS Asset Report”) listing all the equipment (collectively, the “DFS Equipment”) including serial numbers, type of equipment, and the initial location of the equipment that was delivered to the Debtors under the Subscription Agreement, has been provided to the Debtors.²

² The Agreements and DFS Asset Report referenced herein are attached to the *Motion of Dell Financial Services L.L.C. for Relief from Automatic Stay Pursuant to 11 U.S.C. § 362(d), or in the Alternative, for Adequate Protection Payments* filed at Docket No. 436 and are incorporated herein by reference.

LIMITED OBJECTION

7. Based upon communications between counsel for the parties, DFS understands it is not the Debtors' intention to abandon and/or dispose of any DFS Equipment or to permit any Buyers to utilize, abandon and/or dispose of any DFS Equipment.

8. However, the Notice states that the Debtors may seek entry of an order "which permits each Buyer, in its sole discretion and without further order of this Court, to utilize and/or dispose of all personal property and furniture, fixtures, and equipment without notice or liability to the Debtors or any consenting third party." Notice, p. 2.

9. DFS objects to the entry of an order that would authorize any Buyer to utilize and/or dispose of any DFS Equipment. DFS respectfully requests that any such order authorizing Buyers to utilize and/or dispose of personal property and furniture, fixtures, and equipment, specifically state that Buyers shall not be authorized by such order to utilize and/or dispose of any DFS Equipment

10. The DFS Equipment holds significant value and DFS maintains a secured interest therein. Moreover, the Debtors have existing obligations under the Subscription Agreement that are contrary to abandonment and/or disposal of the DFS Equipment. In the event of termination of the Subscription Agreement, the Debtors are required to return the Equipment at a place designated by DFS. Permitting the Debtors to abandon and/or dispose of DFS Equipment would essentially deny DFS the ability to recover on its secured debt.

WHEREFORE, DFS respectfully requests that this Court (a) sustain this Limited Objection; and (b) specifically exclude DFS Equipment from the personal property and

furniture, fixtures, and equipment that may be utilized and/or disposed of by any Buyer pursuant to any Order entered by this Court.

Date: October 28, 2024

Respectfully submitted,

AUSTRIA LEGAL, LLC

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